

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made as of this ____ day of _____, 2017, by and between **TIMOTHY SCOTT BRIDGES** ("Bridges") and the **CITY OF CHARLOTTE** ("City").

WITNESSETH:

WHEREAS, at the February 1991 Term of Mecklenburg County Superior Court, Bridges was convicted of the May 14, 1989 rape and assault of Modine Wise ("Wise"), including convictions for case numbers 90-CRS-23102, 90-CRS-23103, and 90-CRS-23104, and he was sentenced to life in prison; and

WHEREAS, while incarcerated and thereafter, Bridges has maintained his innocence from the crimes associated with the above case numbers, and has testified to the same under oath; and

WHEREAS, on October 1, 2015, Bridges' Motion for Appropriate Relief was granted by a Consent Order between Bridges' criminal defense counsel and the Mecklenburg County District Attorney's office and entered by Superior Court Judge Lisa Bell, granting Bridges' a new trial and releasing him from prison on an unsecured bond; and

WHEREAS, on October 5, 2015, a Charlotte-Mecklenburg Police Department Crime Laboratory report concluded that Bridges was excluded as a possible contributor to male DNA found in semen on certain physical evidence obtained from the bed on which the Wise rape and assault occurred; and

WHEREAS, on February 16, 2016, the Mecklenburg County District Attorney dismissed all charges against Bridges with prejudice; and

WHEREAS, on December 1, 2016, the Governor of the State of North Carolina, Pat McCrory, pardoned Bridges, granting him a Pardon of Innocence as to the crimes associated with the above case numbers; and

WHEREAS, Bridges commenced a civil action on or about May 9, 2016, and later amended said action, to assert claims against the City of Charlotte; Bruce Treadaway, in his individual and official capacities and in his supervisory capacity as the Captain in charge of the Felony Investigations Bureau of the Charlotte Police Department; Cheryl Horner, in her individual and official capacities; Elinos A. Whitlock, III, in his individual and official capacities; and Kathleen Ramseur, in her individual and official capacities for constitutional and personal injuries entitled, *Timothy Scott Bridges v. City of Charlotte, et al* now pending in the United States District Court for the Western District of North Carolina, Charlotte Division and bearing civil docket number 3:16-cv-564 ("the lawsuit"); and

WHEREAS, on October 16, 2017, additional testing excluded Bridges as a possible contributor of male DNA obtained from the bed sheet and from a towel found on the bed on which the Wise rape and assault occurred; and

WHEREAS, Bridges and the City have agreed upon a compromise settlement of all claims made by Bridges, and a dismissal of all claims against all defendants set forth or which could have been set forth in the lawsuit with prejudice;

NOW, THEREFORE, in consideration of the foregoing promises and such other valuable consideration as is set forth in this Agreement, the adequacy of which is hereby acknowledged, Bridges and the City hereto agree that:

1. **WARRANTIES.**

1.1 Bridges warrants and represents that he is legally competent, that he possesses full actual and apparent authority to enter into this Agreement, and that he has been fully informed and has full knowledge of the terms, conditions and effects of this Agreement.

1.2 Bridges warrants and represents that he has, either personally or through his attorney or attorneys, fully investigated to his satisfaction all facts surrounding the various claims, controversies, and disputes and is fully satisfied with the terms and effects of this Agreement.

1.3 Bridges warrants and represents that no promise or inducement has been offered or made except as herein set forth, nor has there been any representation made by the City as to any tax effects or consequences resulting out of or under the terms of this Agreement, and that this Agreement is executed without reliance upon any statement or representation by any party or its agent.

1.4 Bridges agrees to indemnify the City, and hold harmless the City, its successors, agents and assigns, from any lien, claim or entitlement to any portion of the monies paid or to be paid under the terms and conditions of this Release, such indemnity to include any tax liabilities, judgments and attorneys' fees and costs, regardless of whether a judgment is entered. Bridges and his attorneys further warrant and represent that a satisfaction of any outstanding liens has occurred. Specifically, Bridges expressly acknowledges that there are no outstanding tax, Medicaid or Medicare liens or interests, and that he has an independent legal obligation to satisfy any tax, Medicaid or Medicare liens or interests that may occur in the future.

1.5 Bridges and his attorneys warrant and represent that they have conducted an investigation into the events surrounding the Wise criminal investigation and Bridges' prosecution and incarceration as set forth in the lawsuit and that there are no other claims that exist of which they have knowledge, or which could exist in the future, other than as set forth in that lawsuit.

2. **PAYMENT.**

2.1 In consideration of and for the full settlement and compromise of the various contentions, claims, disputes and causes of action as set forth in this Agreement and in the lawsuit, the City shall pay or cause to be paid on its behalf the following sum: *Nine Million Five Hundred Thousand and 0/100 Dollars (\$9,500,000.00)*.

2.2 Payment of the above sum is due within ten (10) days after execution of this Agreement by Bridges and the City. Payment shall be in the form of a draft or check payable to: the David S. Rudolf P.A. Trust Account. By his signature on this Agreement, Bridges acknowledges the receipt and adequacy of this payment.

2.3 Bridges stipulates and agrees that the present value of the sum to be paid as set forth in paragraph 2 is *Nine Million Five Hundred Thousand and 0/100 Dollars (\$9,500,000.00)*. The execution of this Agreement shall constitute a binding admission and acknowledgement by Bridges and his attorneys of the adequacy of these sums and payment.

3. **RELEASE.**

Bridges, for himself and any and all persons or entities claiming by or through him, does hereby forever release and discharge: (1) the City, together with its principals and direct and indirect departments, agencies and affiliated entities, including but not limited to the Charlotte-Mecklenburg Police Department; (2) Bruce Treadaway, in his individual and official capacities and in his supervisory capacity as the Captain in charge of the Felony Investigations Bureau of the Charlotte Police Department; (3) Cheryl Horner, in her individual and official capacities; (4) Elinos A. Whitlock, III, in his individual and official capacities; (5) Kathleen Ramseur, in her individual and official capacities; (6) the City's current and former officers, employees, agents, attorneys, successors and assigns, whether or not acting within the course and scope of their agency or employment and whether named in the lawsuit or not; and (7) the City's insurers, agents and attorneys of and from any and all actions, causes of action, claims and demands of any kind whatsoever, known and unknown, liquidated and unliquidated, past, present and future arising out of, resulting from, or in connection with the Wise criminal investigation and Bridges' prosecution and incarceration related to case numbers 90-CRS-23102, 90-CRS-23103, and 90-CRS-23104, and otherwise any claims set forth or which could have been set forth in the lawsuit.

4. **LAWSUIT DISMISSED WITH PREJUDICE**

Upon execution of this Agreement, Bridges shall cause to be filed a Stipulation of Dismissal with Prejudice of the lawsuit and of all claims set forth or which could have been set forth in the lawsuit. Before filing shall take place, all defendants through at least one of their noticed attorneys, shall be consulted by Bridges' attorneys regarding the language of the Stipulation of Dismissal with Prejudice. Upon agreeing to the form, all parties not heretofore dismissed with prejudice from the lawsuit, through their attorneys, shall sign

the Stipulation of Dismissal with Prejudice, pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

5. **NO ADMISSION OF LIABILITY.**

5.1 It is expressly understood and agreed that this Agreement is a compromise and settlement of disputed claims, that it is intended to terminate the present claims with respect to the persons or entities herein released and that the performance of obligations under the Agreement is not to be construed as an acknowledgement of wrongdoing by any of the defendants or entities herein released, which defendants and entities continue to dispute and deny Bridges' legal claims against them.

5.2 No statement made in the course of the settlement procedure created in this Agreement shall be deemed as an admission by any party in any other litigation.

6. **DISCOVERY MATERIALS**

The final disposition of all materials, including but not limited to criminal investigative records, internal affairs records, and training and personnel records, produced in discovery shall be governed by any order entered (the terms of which are adopted herein) in the pending litigation in the United States District Court for the Western District of North Carolina.

7. **SEVERABILITY**

In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, shall be deemed invalid or unenforceable.

8. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement among the parties and no other promises or covenants exist or survive the execution of this Agreement other than as is set forth in this Agreement.

9. **LAW GOVERNING.**

The validity, construction, interpretation and administration of the Agreement shall be governed by the laws of the State of North Carolina.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has set his hand and seal as of the date first set forth above.

Timothy Scott Bridges (SEAL)

SWORN TO AND SUBSCRIBED before me
this the ____ day of ____ 2017

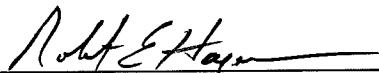
NOTARY PUBLIC

My Commission Expires: _____

[SEAL]

IN WITNESS WHEREOF. the undersigned has set his hand and seal as of the date first set forth above.

City of Charlotte

 SEAL)
Robert E. Hagemann, City Attorney
for the City of Charlotte